

AMENDMENT NO. ____
to the
INTERCONNECTION AGREEMENT
between
[VERIZON LEGAL ENTITY]

and

[CLEC]

This Amendment No. [NUMBER] (the "Amendment") is made by and between Verizon [LEGAL ENTITY] ("Verizon"), a [STATE OF INCORPORATION] corporation with offices at [VERIZON STATE ADDRESS], and CLEC [LEGAL ENTITY], a [STATE OF INCORPORATION] corporation with offices at [STATE ADDRESS] ("CLEC"), and shall become effective on _____ (the "Amendment Effective Date"). Verizon and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment covers services in Verizon's service territory in the State of [STATE] (the "State").

WITNESSETH:

[DELETE THIS FIRST WHEREAS ONLY IF CLEC'S AGREEMENT HAS USED AN ADOPTION LETTER]

WHEREAS, Verizon and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated [DATE] (the "Agreement"); and

[INSERT THE FOLLOWING WHEREAS ONLY IF CLEC'S AGREEMENT HAS USED AN ADOPTION LETTER]

WHEREAS, pursuant to an adoption letter dated [DATE] (the "Adoption Letter"), CLEC adopted in the [STATE], the interconnection agreement between [NAME OF UNDERLYING CLEC AGREEMENT] and Verizon (such Adoption Letter and underlying adopted interconnection agreement referred to herein collectively as the "Agreement"); and

WHEREAS, the Federal Communications Commission (the "FCC") released an order on August 21, 2003 in CC Docket Nos. 01-338, 96-98, and 98-147 (the "Triennial Review Order" or "TRO"), which became effective as of October 2, 2003; and

WHEREAS, on March 2, 2004, the U.S. Circuit Court of Appeals for the District of Columbia Circuit (the "D.C. Circuit") issued a decision, which became effective on June 15, 2004, affirming in part and vacating in part the TRO ("USTA II"); and

WHEREAS, the FCC released an order on August 20, 2004 in WC Docket No. 04-313 and CC Docket No. 01-338 (the "Interim Order"), which became effective as of September 13, 2004, preserving certain obligations of incumbent carriers pending further action by the FCC in response to USTA II; and

WHEREAS, the FCC released an order on February 4, 2005, in WC Docket No. 04-313 and CC Docket No. 01-338 (the "Triennial Review Remand Order" or "TRRO"), which [became/becomes] effective as of March 11, 2005, which Order addresses issues raised by the D.C. Circuit in USTA II; and

WHEREAS, pursuant to Section 252(a)(1) of the [NOTE: IF CLEC'S AGREEMENT IS AN ADOPTION, REPLACE "Act" WITH: "the Communications Act of 1934, as amended (the "Act")]] Act, the Parties wish to amend the Agreement in order to give contractual effect to the provisions of the TRO and TRRO; as set forth herein; and

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. Scope of Amendment. The Parties agree that the Agreement should be amended by the addition of the terms and conditions set forth herein, in the TRO/TRRO Attachment and any exhibits thereto (collectively referred to as "Amendment"). The TRO/TRRO Attachment (including Exhibit A) are hereby incorporated by reference into this Amendment. Amendment shall apply notwithstanding any other provision of a Verizon tariff or a Verizon Statement of Generally Available Terms and Conditions ("SGAT") unless CLEC at CLEC's option, orders from a Verizon tariff or SGAT. As used herein, the Agreement, as revised and supplemented by this Amendment, shall be referred to as the "Amended Agreement." Any capitalized terms used herein, not otherwise separately defined, shall have the meanings as set forth in the Agreement.
2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.
3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.
5. Rights of Parties. Notwithstanding any contrary provision in the Agreement, this Amendment, or in any Verizon tariff or SGAT, nothing contained in the Agreement, this Amendment, or any Verizon tariff or SGAT shall limit the Parties' rights to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by a state or local regulatory agency or governmental authority of appropriate jurisdiction (hereinafter "State Commission" or "Commission"), the FCC, any court or any other governmental authority related to, concerning, or that may affect either Parties' obligations or rights under the Agreement, this Amendment, any Verizon tariff or SGAT, or Applicable Law.
6. [STATE] Proceedings. Nothing contained in this Amendment is intended to waive either Party's right to incorporate the [STATE] Commission's decisions resulting from its TRO, 271, State law or other proceedings. Any such decisions that materially affect any material terms of the Amended Agreement shall be considered a change in law and shall be subject to any change in law provisions of the Amended Agreement, if any.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the Amendment Effective Date.

CLEC [CLEC Company Full Name]

VERIZON [Verizon Company Full Name]

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

TRO/TRRO Attachment

1. General Conditions

- 1.1 Notwithstanding any other provision of the Agreement, this Amendment, the Amended Agreement, or any Verizon tariff or SGAT, and subject to the change of law provisions of this Amended Agreement and all other relevant provisions of this Amended Agreement, Verizon shall be obligated to provide access to unbundled Network Elements ("UNEs"), Combinations (as defined below), or UNEs Commingled (as defined below) with wholesale services, to CLEC under the terms of this Amended Agreement unless precluded by 47 U.S.C. § 251(c)(3), 47 C.F.R. Part 51 or other Applicable Law as it exists at the time this Amendment is entered into. Nothing in this Amendment shall reduce the period of notice that Verizon must provide under the Agreement to discontinue the provisioning of a network element as a UNE.
- 1.2 Verizon reserves the right to argue in any proceeding before the Commission, the FCC or another governmental body of competent jurisdiction that an item identified in the Agreement or this Amendment as a Network Element (a) is not a Network Element under 47 U.S.C. § 251(c)(3) or other Applicable Law, (b) is not a Network Element Verizon is required by 47 U.S.C. § 251(c)(3) or other Applicable Law to provide to CLEC, or (c) is an item that Verizon is not required to offer to CLEC at the rates set forth in the Amended Agreement, provided, however, that Verizon comply with all requirements for access to Network Elements to the fullest extent required by the Agreement, this Amendment, and/or Applicable Law, including but not limited to change of law provisions, while Verizon asserts any such rights. CLEC reserves the right to argue in any proceeding before the Commission, the FCC or another governmental body of competent jurisdiction that an item not identified in the Agreement, this Amendment, or any Verizon tariff or SGAT (a) is a Network Element under 47 U.S.C. Sec. 251(c)(3) or other Applicable Law, (b) is a Network Element Verizon is required to provide by 47 U.S.C. Sec. 251(c)(3) or other Applicable Law to CLEC, or (c) is an item that Verizon is required to offer to CLEC at the rates set forth in the Amended Agreement.

2. Definitions

Notwithstanding any other provision in the Agreement or any Verizon tariff or SGAT, the following terms, as used in the Amended Agreement, shall have the meanings set forth below:

2.1 **Applicable Law.**

All laws, rules and regulations, including, but not limited to, the Act (including but not limited to 47 U.S.C. 251 and 47 U.S.C. 271), effective rules, regulations, decisions and orders of the FCC and the Commission, and all orders and decisions of courts of competent jurisdiction.

2.2 **Business Lines.**

A business line is an incumbent LEC-owned switched access line used to serve a business customer, whether by the incumbent LEC itself or by a competitive LEC that leases the line from the incumbent LEC. The number of business lines in a wire center shall equal the sum of all incumbent LEC business switched access lines, plus the sum of all UNE loops connected to that wire center, including UNE loops provisioned in combination with other unbundled elements. Among these requirements, business line tallies shall (1) include only those access lines connecting end-user customers with incumbent LEC end-offices for switched services and identified in ARMIS 43-08 business

line data reports, (2) not include non-switched special access lines, and (3) account for ISDN and other digital access lines by counting each 64 kbps-equivalent as one line. By way of example, a DS1 line corresponds to 24 64 kbps-equivalents, and therefore to 24 "business lines." Business lines *do not* include (i) dedicated or shared transport; (ii) ISPs' transport facilities; (iii) lines used to serve subsidiaries or affiliates of the ILEC; (iv) data lines, or any portions of data lines, not connected to the end-office for the provision of switched voice services interconnected to the PSTN; (v) unused capacity on channelized high capacity loops; (vi) lines used for VoIP unless such facilities are switched at the wire center; and (vii) any lines not confirmed by the ILEC to conform to the above requirements. Verizon may not "round up" when calculating 64 Kbps equivalents for high capacity loops (e.g., a 144 Kbps service is equal to two business lines, not three). In addition, when calculating data speeds for purposes of determining 64 Kbps equivalents, an ILEC must use the lowest data speed associated with the line when sold to the customer, not a higher potential use or a higher one-way speed. For Centrex services, each 9 Centrex extensions shall be counted as a single Business Line.

2.3 Call-Related Databases.

Databases, other than operations support systems, that are used in signaling networks for billing and collection, or the transmission, routing, or other provision of a telecommunications service. Call-related databases include, but are not limited to, the calling name database, 911 database, E911 database, line information database, toll free calling database, advanced intelligent network databases, and downstream number portability databases.

2.4 Circuit Switch.

A device that performs, or has the capability of performing switching via circuit technology. The features, functions, and capabilities of the switch include the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks.

2.5 Combination.

The provision of unbundled Network Elements in combination with each other, including, but not limited to, the Loop and Switching Combinations and Shared Transport Combination (also known as Network Element Platform or UNE-P) and the Combination of Loops and Dedicated Transport (also known as an EEL).

2.6 Commingling.

The connecting, attaching or otherwise linking of a Network Element, or a Combination of Network Elements, to one or more facilities or services that CLEC has obtained at wholesale from Verizon pursuant to any other method other than unbundling under Section 251(c)(3) of the Act, or the combining of a Network Element, or a Combination of Network Elements, with one or more such facilities or services. "Commingling" means the act of Commingling.

2.7 Dark Fiber Loop.

A local fiber loop that has not been activated through optronics to render it capable of carrying telecommunications services.

2.8 Dark Fiber Transport.

Un-activated optical transmission facilities within a LATA, without attached multiplexing, aggregation or other electronics, between any two designated Verizon switches or wire centers (including Verizon switching equipment located at CLEC's premises).

2.9 Declassified Network Elements.

Any facility that Verizon was obligated to provide to CLEC on an unbundled basis pursuant to the Agreement or a Verizon tariff or SGAT, but which, except as otherwise provided in Section 3.9 below, Verizon is no longer obligated to provide on an unbundled basis under 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51. Declassified Network Elements include the following: (a) Enterprise Switching; (b) Mass Market Switching; (c) OCn Loops and OCn Dedicated Transport; (d) High Capacity Loops (but only to the extent service eligibility criteria have not been met as further described in Section 3.3.1); (e) DS1 and DS3 Dedicated Transport (but only to the extent service eligibility criteria have not been met as further described in Section 3.6.1); (f) the Feeder portion of a Loop; (g) Packet Switching; (h) Entrance Facilities; and (i) Dark Fiber Loops. The Declassified Network Elements as contemplated under this Section do not impact any separate obligations of Verizon to provide such Network Elements under other applicable state or federal law, including 47 U.S.C. § 271.

2.10 Dedicated Transport.

Transmission facilities, within a LATA, between Verizon switches or wire centers, (including Verizon switching equipment located at CLEC's premises), within a LATA, that are dedicated to a particular end user or carrier.

2.11 DS1 Dedicated Transport.

Dedicated Transport having a total digital signal rate of 1.544 Mbps.

2.12 DS3 Dedicated Transport.

Dedicated Transport having a total digital signal rate of 44.736 Mbps.

2.13 DS1 Loop.

A digital transmission channel suitable for the transport of 1.544 Mbps digital signals. A DS1 Loop includes the electronics necessary to provide the DS1 transmission rate.

2.14 DS3 Loop.

A digital transmission channel suitable for the transport of isochronous bipolar serial data at a rate of 44.736 Mbps (the equivalent of 28 DS1 channels). A DS3 Loop includes the electronics necessary to provide the DS3 transmission rate.

2.15 Enterprise Switching.

Local Switching or Tandem Switching that, if provided to CLEC, would be used for the purpose of serving CLEC's customers using DS1 or above capacity Loops.

2.16 Feeder.

The fiber optic cable (lit or unlit) or metallic portion of a Loop between a serving wire center and a remote terminal (if present) or feeder/distribution interface (if no remote terminal is present).

2.17 Fiber-based Collocator.

A fiber-based collocator is any carrier, unaffiliated with the incumbent LEC, that maintains a collocation arrangement in an incumbent LEC wire center, with active electrical power supply, and operates a fiber-optic cable or Comparable Transmission Facility that (1) terminates at a collocation arrangement within the wire center; (2) leaves the incumbent LEC wire center premises; and (3) is owned by a party other than the incumbent LEC or any affiliate of the incumbent LEC, except as set forth herein. Dark fiber obtained from an incumbent LEC on an indefeasible right of use basis shall be treated as non-incumbent LEC fiber-optic cable. Two or more affiliated fiber-based collocators in a single wire center shall collectively be counted as a single fiber-based collocator. For purposes of this definition: (i) the term affiliate is defined by 47 U.S.C. § 153(1) and any relevant interpretation thereof; (ii) carriers that have entered into merger and/or other consolidation agreements, or otherwise announced their intention to enter into the same, will be treated as affiliates and therefore as one collocator; provided, however, in the case one of the parties to such merger or consolidation arrangement is Verizon, then the other party's collocation arrangement shall *not* be counted in the Fiber-based Collocation determination; (iii) a Comparable Transmission Facility means, at a minimum, the provision of transmission capacity equivalent to fiber-optic cable;¹ (iv) the network of a Fiber-based Collocator may only be counted once in making a determination of the number of Fiber-based Collocators, notwithstanding that such single Fiber-based Collocator leases its facilities to other collocators in a single wire center; provided, however, that a collocating carrier's dark fiber leased from an unaffiliated carrier may only be counted as a separate fiber-optic cable from the unaffiliated carrier's fiber if the collocating carrier obtains this dark fiber on an IRU basis.

2.18 FTTH Loop.

A mass market Loop consisting entirely of fiber optic cable, whether dark or lit, between the main distribution frame (or its equivalent) in a wire center and the demarcation point at the end user's customer premises. FTTH Loops do not include such intermediate fiber-in-the-loop architectures as fiber-to-the-curb ("FTTC"), fiber-to-the-node ("FTTN"), and fiber-to-the-building ("FTTB").

2.19 Hot Cut.

The transfer of a loop from one carrier's switch to another carrier's switch.

2.20 Hybrid Loop.

Any local Loop composed of both fiber optic cable and copper wire or cable, including such intermediate fiber-in-the-loop architectures as FTTC, FTTN, and FTTB.

2.21 Inside Wire Subloop.

As set forth in FCC Rule 51.319(b), a Verizon-owned or controlled distribution facility in Verizon's network between the minimum point of entry ("MPOE") at a multiunit premises where an end user customer is located and the Demarcation Point for such facility.

2.22 Line Conditioning.

¹ By way of example, based on the impairment cap for lit dedicated transport, a comparable transmission facility thus requires at a minimum point-to-point symmetrical data capacity exceeding 12 DS3s.

The removal from a copper loop or copper Subloop of any device that could diminish the capability of the loop or Subloop to deliver high-speed switched wireline telecommunications capability, including digital subscriber line service. Such devices include, but are not limited to, bridge taps, load coils, low pass filters, and range extenders.

2.23 Line Sharing.

The process by which CLEC is providing xDSL service over the same copper Loop that Verizon uses to provide voice service by utilizing the frequency range on the copper loop above the range that carries analog circuit-switched voice transmissions (the High Frequency Portion of the Loop, or "HFPL"). The HFPL includes the features, functions, and capabilities of the copper Loop that are used to establish a complete transmission path between Verizon's distribution frame (or its equivalent) in its Wire Center and the demarcation point at the end user's customer premises, and includes the high frequency portion of any inside wire (including any Inside Wire Subloop) owned or controlled by Verizon.

2.24 Line Splitting.

The process in which one competitive LEC provides narrowband voice service over the low frequency portion of a copper loop and a second competitive LEC provides digital subscriber line service over the high frequency portion of that same loop.

2.25 Local Circuit Switching.

Local Circuit Switching is a function provided by a Circuit Switch or Packet Switch and encompasses all line-side and trunk-side facilities, plus the features, functions, and capabilities of the switch. Local circuit switching includes all vertical features that the switch is capable of providing, including customer calling, custom local area signaling services features, and Centrex, as well as any technically feasible customized routing functions. Specifically, this includes the line-side and trunk-side facilities associated with the line-side port on a circuit switch in Verizon's network, plus the features, functions, and capabilities of that switch, unbundled from loops and transmission facilities, including, but not limited to, (a) the line-side Port (including but not limited to the capability to connect a Loop termination and a switch line card, telephone number assignment, dial tone, one primary directory listing, pre-subscription, and access to 911); (b) line and line group features (including but not limited to all vertical features and line blocking options that the switch and its associated deployed switch software are capable of providing that are provided to Verizon's local exchange service Customers served by that switch); (c) usage (including but not limited to the connection of lines to lines, lines to trunks, trunks to lines, and trunks to trunks); and (d) trunk features (including but not limited to the connection between the trunk termination and a trunk card).

2.26 Loop Distribution.

The portion of a Loop in Verizon's network that is between the point of demarcation at an end user customer premises and Verizon's feeder/distribution interface. It is technically feasible to access any portion of a Loop at any terminal in Verizon's outside plant, or inside wire owned or controlled by Verizon, as long as a technician need not remove a splice case to access the wire or copper of the Subloop; provided, however, near Remote Terminal sites, Verizon shall, upon site-specific request by CLEC, provide access to a Subloop at a splice.

2.27 Mass Market Switching.

Local Switching or Tandem Switching that if provided to CLEC, would be used for the purpose of serving CLEC's end user customers over DS0 Loops.

2.28 Packet Switch.

A network device that performs switching functions primarily via packet technologies. Such a device may also provide other network functions (e.g., Circuit Switching). Circuit Switching, even if performed by a Packet Switch, is a network element that Verizon is obligated to provide on an Unbundled Network Element basis.

2.29 Packet Switching.

The routing or forwarding of packets, frames, cells, or other data units based on address or other routing information contained in the packets, frames, cells or other data units, or the functions that are performed by the digital subscriber line access multiplexers, including but not limited to the ability to terminate an end-user customer's copper Loop (which includes both a low-band voice channel and a high-band data channel, or solely a data channel); the ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches; the ability to extract data units from the data channels on the Loops; and the ability to combine data units from multiple Loops onto one or more trunks connecting to a packet switch or packet switches.

[THE FOLLOWING SECTION 2.29 APPLIES IN NY ONLY.]

2.30 Predicate Conditions.

The Predicate Conditions, as used herein, shall mean Verizon's obligations to (1) enable CLECs to assemble the underlying elements of the Unbundled Network Element Platform (UNE-P) themselves through reasonable methods and/or (2) to migrate their existing links to their respective switches through reasonable methods and in a reasonable timeframe, as described more fully in the Pre-filing Statement of Bell Atlantic New York in Case 97-C-0271.

2.31 Route.

For purposes of FCC Rule 51.319 (e)(1) through (e)(5), a transmission path between one of Verizon's wire centers or switches and another of Verizon's wire centers or switches within a LATA. A route between two points (e.g., wire center or switch "A" and wire center or switch "Z") may pass through one or more Verizon intermediate wire centers or switches (e.g., Verizon wire center or switch "X"). Transmission paths between identical end points (e.g., Verizon wire center or switch "A" and Verizon wire center or switch "Z") are the same "route", irrespective of whether they pass through the same intermediate Verizon wire centers or switches, if any.

2.32 Routine Network Modifications.

Routine Network Modifications are those prospective or reactive activities that Verizon is required to perform for CLEC and that are of the type that Verizon regularly undertakes when establishing or maintaining network connectivity for its own retail customers. Routine network modifications include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that the incumbent LEC ordinarily attaches to a DS1 loop to activate such loop for its own

customer. They also include activities needed to enable a requesting telecommunications carrier to obtain access to a dark fiber loop.

2.33 Signaling.

Signaling includes, but is not limited to, signaling links and signaling transfer points.

2.34 Subloop for Multiunit Premises Access.

Any portion of a Loop that is technically feasible to access at a terminal in Verizon's outside plant at or near a multiunit premises. For access to copper Subloops, it is technically feasible to access any portion of a Loop at any terminal in Verizon's outside plant, or inside wire owned or controlled by Verizon, as long as a technician need not remove a splice case to access the wire or copper of the Subloop; provided, however, near Remote Terminal sites, Verizon shall, upon site-specific request by CLEC, provide access to a Subloop at a splice.

2.35 Tandem Switching.

The trunk-connect facilities on a Verizon circuit switch that functions as a tandem switch, plus the functions that are centralized in that switch, including the basic switching function of connecting trunks to trunks, unbundled from and not contiguous with loops and transmission facilities. Tandem Switching creates a temporary transmission path between interoffice trunks that are interconnected at a Verizon tandem switch for the purpose of routing a call. A tandem switch does not provide basic functions such as dial tone service.

2.36 Tier 1 Wire Center.

A wire center with at least four Fiber-based Collocators, at least 38,000 business lines served, or a switching location having no line-side facilities. For purposes of making Tier 1 and Tier 2 Wire Center determinations, Verizon shall (i) provide the identification of all CLLI codes for each Tier 1 and Tier 2 wire center; (ii) provide the breakdown of the number of business analog switched access lines, business digital switched access line equivalents, business Centrex lines, business UNE loops not in combination with other network elements, and business UNE loops provided in combination with other network elements in each wire center; and (iii) disaggregate its wire center data provided in ARMIS 43-08, and provide Business Line counts by wire center in accordance with the standards for submission of such data in ARMIS 43-08. The initial list of Tier 1 Wire Centers, as of the Effective Date of this Amendment, is included in Schedule A, attached hereto.

2.37 Tier 2 Wire Center.

A wire center with at least three Fiber-based Collocators or 24,000 – 37,999 Business Lines served. For purposes of making Tier 1 and Tier 2 Wire Center determinations, Verizon shall (i) provide the identification of all CLLI codes for each Tier 1 and Tier 2 wire center; (ii) provide the breakdown of the number of business analog switched access lines, business digital switched access line equivalents, business Centrex lines, business UNE loops not in combination with other network elements, and business UNE loops provided in combination with other network elements in each wire center; and (iii) disaggregate its wire center data provided in ARMIS 43-08, and provide Business Line counts by wire center in accordance with the standards for submission of such data in ARMIS 43-08. The initial list of Tier 2 Wire Centers, as of the Effective Date of this Amendment, is included in Schedule A, attached hereto.

2.38 Tier 3 Wire Center.

A wire center that is neither a Tier 1 nor Tier 2 Wire Center.

2.39 UNE-P.

UNE-P consists of a leased combination of the loop, local switching, and shared transport UNEs.

[THE FOLLOWING SECTION 2.39 APPLIES IN NY ONLY.]

2.40 Zone Definitions.

The Zone Definitions for Zones 1 and 2 as used herein are the same as those referenced in the Pre-filing Statement of Bell Atlantic New York in Case 97-C-0271 (April 6, 1998) and established by the New York Public Service Commission in Cases 94-C-0095, 95-C-0657 and 91-C-1174. The application of the density zones for purposes of this Agreement are as specified in Verizon New York Inc. PSC NY No. 10, Appendix A as in effect on February 7, 2003.

3. Unbundled Network Elements

3.1 Consistent with the TRO and TRRO, Verizon shall provide to CLEC access to Mass Market Local Circuit Switching; associated shared transport; DS1, DS3, and Dark Fiber Loops; and DS1, DS3, and Dark Fiber Dedicated Transport; and all other generally applicable Network Elements on the terms and conditions as set forth in the Agreement, as Amended hereto. This obligation applies to both existing and new Network Elements (Network Elements ordered after the Effective Date of this Amendment) and applies to access to such Network Elements either singly or in any combination thereof, including EELs and UNE-P, as applicable. Other than those modifications to the Agreement as expressly set forth in this Amendment, and any other applicable amendment to the Agreement, which the Parties expressly agree and acknowledge fully represent all rule changes necessitated by the TRO and TRRO, Verizon shall not make any unilateral changes to (including any discontinuances of) its offering of Network Elements, or other terms governed by the Amended Agreement.

3.1.1 The terms, conditions, and rates relating to access to Network Elements (other than those elements addressed in this Amendment) are unaffected by the terms of the TRO and TRRO or this Amendment.

3.1.2 Subject to the change in law provisions set forth in this Amended Agreement, the obligations set forth in Section 3.1 above shall remain in place for the term of the Amended Agreement, except to the extent that the obligations, in whole or in part, have been superceded by either a voluntary negotiated agreement between CLEC and Verizon; an intervening FCC Order affecting specific unbundling obligations implemented pursuant to the change in law section, Section * , of the Amended Agreement; or (with respect to rates only) a Commission order raising or reducing rates for the above listed Network Elements.

3.2 Unbundled Local Switching.

3.2.1 Unbundled Local Circuit Switching. Verizon shall provide CLEC with non-discriminatory access to Local Circuit Switching, including Tandem Switching, and all Signaling and Call-Related Databases associated with such Local Circuit

and Tandem Switching, on an unbundled basis, in accordance with Applicable Law.

3.2.1.1 Mass Market Switching. Verizon shall provide Mass Market Switching to CLEC under the Amended Agreement. Such Mass Market Switching will be provided on a nondiscriminatory, unbundled basis, in accordance with 47 U.S.C. 251(c)(3), 47 C.F.R. Part 51, Section 3 above, or other Applicable Law.

3.2.1.2 Enterprise Switching. Verizon shall be obligated to provide CLEC with nondiscriminatory access to Enterprise Switching where the Commission has ordered Verizon to provide Enterprise Switching under state law or pursuant to Section 271 (applicable where Verizon is an RBOC), or otherwise in accordance with Applicable Law.

3.2.2 Transition Period.

3.2.2.1 Unless, during the Transition Period, the FCC establishes different transition rules and/or time frames in a reconsideration order, or otherwise, for the period running 12 months from the effective date of the TRRO, Verizon shall provide Mass Market Local Circuit Switching on an unbundled basis on the terms and conditions set forth in the Agreement without alteration for all CLEC customers as of the effective date of the TRRO, provided, however, pricing for such unbundled Mass Market Local Circuit Switching shall be as set forth in Section 3.2.2.2. Subject to the pricing provisions referenced immediately above, the Parties expressly acknowledge that during the Transition Period, CLEC may continue to order unbundled Mass Market Local Switching for servicing all end-user customers of CLEC who were customers as of the effective date of the TRRO, without limitation under the same terms and conditions set forth in the Agreement. The Parties further agree to implement the FCC's final rule as set forth in the TRRO with respect to Local Circuit Switching in accordance with an operational plan agreed to by the Parties. To the extent that the Parties are unable to agree to such a plan within 60 days from the effective date of the final rules, the dispute shall be resolved in accordance with the Dispute Resolution provisions of the Parties' Agreement.

3.2.2.2 Transition Period Pricing. Absent any independent Commission or FCC ruling that access to such Network Elements must be made available pursuant to applicable federal or state law at rates different than those set forth in immediately below, Verizon may charge, on a prospective basis only, up to the following rates for CLEC's customer base existing as of the effective date of the TRRO:

(a) Verizon's rates for Mass Market Local Switching Network Elements when provided in combination with shared transport and loops (UNE-P) shall not exceed the greater of:

(i) The TELRIC rate at which CLEC leased that combination of elements on June 15, 2004, plus one dollar; or

- (ii) The TELRIC rate the Commission established, if any, between June 16, 2004, and the effective date of the TRRO, plus one dollar.

3.2.2.3 Where the Transition Period takes effect and the rates set forth in Section 3.2.2.2 apply, the terms and conditions of access to these Network Elements shall remain unchanged and shall be provided consistent with the Agreement, as revised by this Amendment.

3.2.2.4 Absent a Commission or FCC ruling that access to Network Elements set forth in 3.1 must be provided to new customers pursuant to applicable federal or state law at specific regulated rates, terms and conditions, the rates, terms and conditions of access for new customers are not subject to the rate caps set forth in 3.2.2.2 above. For purposes of this Section, new customers are customers that CLEC acquires on or after either the beginning of the Transition Period, or the Amendment Effective Date, whichever is later. New customers do not include CLEC's existing customers at additional locations, or existing customers for which CLEC is providing additional or expanded services or facilities on or after the effective date of this Amendment, or for customers whose connectivity is changed (e.g. technology migration, hot cut, loop reconfiguration, UNE-P to UNE-L etc) on or after the effective date of this Amendment. CLEC will provide Verizon with the information necessary to identify new customers and Verizon shall apply its rate for new customers only to those orders identified by CLEC as orders relating to new customers. Absent Commission or FCC ruling that access to the Network Elements set forth in Section 3.1 must be provided to these new customers pursuant to applicable federal or state law at specific regulated rates, terms and conditions, the rates terms and conditions of access for these new customers will not be covered by the provisions of this Amendment.

3.2.2.5 Upon expiration of the Transition Period, Verizon shall not impose any termination charges associated with the conversion or any discontinuance of any such Network Element(s) and the conversion of such Network Element(s) shall take place in a seamless manner without any customer disruptions or adverse affects to service quality. When a conversion of such Network Element(s) is to an analogous access service or alternative service arrangement, Verizon shall perform such conversion on a single order and shall not assess any non-recurring charges for such conversion even if managed as a project.

3.3 Loops. Verizon shall provide nondiscriminatory access to stand-alone local loops composed entirely of copper wire or cable, where available. Copper loops include two-wire and four-wire analog voice-grade copper loops, digital copper loops (e.g., DS0s and integrated services digital network lines), as well as two-wire and four-wire copper loops conditioned to transmit the digital signals needed to provide digital subscriber line services, regardless of whether the copper loops are in service or held as spares. The copper loop includes, at CLEC's option, attached electronics.

3.3.1 DS1 and DS3 Loops. Notwithstanding any other provision of the Agreement or a Verizon tariff or SGAT and subject to the provisions of Section 3.1 above, as of the Amendment Effective Date:

- 3.3.1.1 DS1 Loops. Upon CLEC's request, Verizon shall provide CLEC with nondiscriminatory access to DS1 Loops on an unbundled basis under the Amended Agreement in accordance with Section 3.1 above, and 47 U.S.C. § 251(c)(3), 47 C.F.R. Part 51 and other Applicable Law. Specifically, and without limiting the foregoing, Verizon shall provide nondiscriminatory access to DS1 Loops on an unbundled basis to any building not served by a wire center with at least 60,000 Business Lines and at least four Fiber-based Collocators. CLEC shall be entitled to obtain up to ten (10) unbundled DS1 Loops to each building in which DS1 Loops are available on an unbundled basis pursuant to Section 251(c)(3). The initial list of wire centers, as of the Effective Date of this Amendment, that do not comply with the service eligibility criteria set forth above for DS1 Loops is included in Schedule A, attached hereto.
- 3.3.1.2 DS3 Loops. Upon CLEC's request, Verizon shall provide CLEC with nondiscriminatory access to DS3 Loops on an unbundled basis under the Amended Agreement in accordance with Section 3.1 above, 47 U.S.C. § 251(c)(3), 47 C.F.R. Part 51 and other Applicable Law. Specifically, and without limiting the foregoing, Verizon shall provide nondiscriminatory access to DS3 Loops on an unbundled basis to any building not served by a wire center with at least 38,000 Business Lines and at least three Fiber-based Collocators. CLEC shall be entitled to obtain one unbundled DS3 Loop to each building in which DS3 Loops are available on an unbundled basis pursuant to Section 251(c)(3). The initial list of wire centers, as of the Effective Date of this Amendment, that do not comply with the service eligibility criteria set forth above for DS3 Loops is included in Schedule A, attached hereto.
- 3.3.1.3 Transition Period for Declassified DS1 and DS3 Loops.
- (a) Unless, during the Transition Period, the FCC establishes different transition rules and/or time frames in a reconsideration order, or otherwise, for the period running 12 months from the effective date of the TRRO, Verizon shall provide access to DS1 and DS3 Loops on an unbundled basis on the terms and conditions set forth in the Agreement without alteration for all CLEC customers as of the effective date of the TRRO, provided, however, pricing for such unbundled DS1 and DS3 Loops shall be as set forth in Section 3.3.1.3(b). Subject to the pricing provisions referenced immediately above, the Parties expressly acknowledge that during the Transition Period, CLEC may continue to order additional DS1 and DS3 Loops servicing all end-user customers of CLEC who were customers as of the effective date of the TRRO without limitation under the same terms and conditions set forth in the Agreement. The Parties further agree to implement the FCC's final rule as set forth in the TRO and TRRO with respect to DS1 and DS3 Loops in accordance with an operational plan agreed to by the Parties. To the extent that the Parties are unable to agree to such a plan within 60 days from the effective date of the final rules, the dispute shall be resolved in accordance with the Dispute Resolution provisions of the Parties' Agreement.
- (b) Transition Period Pricing. Absent any independent Commission or FCC ruling that access to Declassified DS1 and DS3 Loops

must be made available pursuant to applicable federal or state law at rates different than those set forth in immediately below; Verizon may charge, on a prospective basis only, up to the following rates for CLEC's customer base existing as of the effective date of the TRRO:

- (i) For Declassified DS1 and DS3 Loops, Verizon's rates shall not exceed the greater of:
 - (1) 115% of the TELRIC rate CLEC paid for that element on June 15, 2004; or
 - (2) 115% of the TELRIC rate the Commission establishes, if any, between June 16, 2004 and the effective date of the TRRO.

3.3.1.4 Verizon shall continue to provide DS1 and DS3 loops to wire centers, where such wire centers meet the service eligibility requirements set forth above, at the rates, terms, and conditions set forth in this Agreement.

3.3.2 Dark Fiber Loops.

3.3.2.1 Subject to the change of law provisions in the Agreement, as modified by this Amendment, and in accordance with the Transition Period set forth herein, Verizon shall not be required to provide CLEC with nondiscriminatory access to Dark Fiber Loops on an unbundled basis.

3.3.2.2 Transition Period.

- (a) Unless, during the Transition Period, the FCC establishes different transition rules and/or time frames in a reconsideration order, or otherwise, for the period running 18 months from the effective date of the TRRO, Verizon shall continue provide access to Dark Fiber Loops on an unbundled basis on the terms and conditions set forth in the Agreement without alteration as of the effective date of the TRRO, provided however, pricing for such unbundled Dark Fiber Loops shall be as set forth in Section 3.3.2.2.(b). Subject to the pricing provisions referenced immediately above, the Parties expressly acknowledge that during the Transition Period, CLEC may continue to order additional Dark Fiber Loops servicing all end-user customers of CLEC who were customers as of the effective date of the TRRO, without limitation, under the same terms and conditions set forth in the Agreement.
- (b) Transition Period Pricing. Absent any independent Commission or FCC ruling that access to such Network Elements must be made available pursuant to applicable federal or state law at rates different than those set forth in immediately below; Verizon may charge, on a prospective basis only, up to the following rates for CLEC's customer base existing as of the effective date of the TRRO:

- (i) For Dark Fiber Loops provided to the CLEC's embedded customer base, Verizon's rates shall not exceed the greater of:
 - (1) 115% of the TELRIC rate CLEC paid for that element on June 15, 2004; or
 - (2) 115% of the TELRIC rate the Commission establishes, if any, between June 16, 2004 and the effective date of the TRRO.

3.3.3 EELs. Verizon shall, without delay, accept and process all pending and new conversion requests for EELs consistent with the TRRO. All other terms and conditions for access to any Network Element for which there was a finding of impairment under the TRRO shall continue to be governed by the terms of the currently effective Agreement between Verizon and CLEC.

[THE FOLLOWING SECTIONS 3.3.3.1 to 3.3.3.2 APPLY IN NY ONLY.]

3.3.3.1 Primarily Local Standard.

Notwithstanding any other provision of this Amendment or the Agreement or any Verizon tariff or SGAT, Verizon shall, without delay, provision all pending and new orders and new conversion requests for local loops, transport and EEL arrangements that CLEC certifies satisfy the Primarily Local Standard set forth herein:

- (a) The Primarily Local Standard will consist of a channel count test at the transport and loop level. A DS-1 level or above facility satisfies the Primarily Local Standard and qualifies for UNE rates if some local traffic is carried on 50% or more of the channels in that loop.
- (b) A transport facility satisfies the Primarily Local Standard and qualifies for UNE rates if 50% or more of the loops interconnected with the transport facility satisfy the Primarily Local Standard at the loop level as specified in (a), above.
- (c) A loop-transport combination qualifies as an EEL arrangement if both the loop and the transport components of the combination satisfy the Primarily Local Standards in (a) and (b) above.
- (d) If the Primarily Local Standard, as set forth above, is not met, and the arrangement therefore does not qualify as an EEL, then DS-1 level or above loops that are included in the arrangement will still qualify for UNE loop rates if some local traffic is carried on 50% or more of the channels in that loop. In such cases, the transport portion of the arrangement will be treated as an access facility pursuant to intrastate private line or interstate special access tariffs, as appropriate.
- (e) In the event that a loop-transport arrangement is in place where the Primarily Local Standard has not previously been satisfied, Verizon shall convert the loop-transport arrangement to an EEL arrangement without charge or physical disruption of any kind

whatsoever upon certification by the CLEC that some local traffic is now being carried on 50% or more of the DS-1 level and above loop channels that are connected to the transport facility.

- 3.3.3.2 Certification. For each order that it places for an EEL arrangement, the CLEC shall certify that the arrangement will be used to transmit primarily local exchange traffic under the standards set forth in section 3.3.3.1. The rights set forth in section 3.3.3.1 are in addition to any rights that CLEC has to provision loops, transport or EELs under any standards established or be established by the Federal Communications Commission.

3.3.4 FTTH Loops and Retirement of Copper Loops.

- 3.3.4.1 New Builds. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, and subject to the change of law provisions of the Agreement, as modified by this Amendment, Verizon shall not be required to provide nondiscriminatory access to a FTTH Loop on an unbundled basis where Verizon has deployed such a Loop to an end user's customer premises that previously has not been served by any Verizon Loop.
- 3.3.4.2 Overbuilds. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT and subject to the conditions in this Section below, Verizon shall not be required to provide nondiscriminatory access to a FTTH Loop on an unbundled basis when Verizon has deployed such a Loop parallel to, or in replacement of, an existing copper Loop facility, except that:
- (a) Verizon shall maintain the existing copper Loop connected to the particular customer premises after deploying the FTTH Loop and provide nondiscriminatory access to that copper Loop on an unbundled basis unless Verizon retires the copper Loop pursuant to the terms of this Section 3.3.4.2.
- 3.3.4.3 If Verizon maintains the existing copper Loop pursuant to Section 3.3.4.2 above, until CLEC requests unbundled access to the loop, and such loop is to be placed back into service, Verizon need not incur any expenses to ensure that the existing copper Loop remains capable of transmitting signals. Upon receipt of such request, Verizon shall promptly restore the copper Loop to serviceable condition (as per Section 3.3.9 below).
- 3.3.4.4 If Verizon retires the copper Loop pursuant to Section 3.3.4.6 below, it shall provide nondiscriminatory access to 64 kilobits per second transmission paths capable of voice grade service over the FTTH Loop on an unbundled basis at TELRIC pricing.
- 3.3.4.5 Verizon shall not retire any copper Loop or copper Subloop and replace it with FTTH Loops unless it provides CLEC with notice of such retirement and that retirement has been approved consistent with the network disclosure requirements set forth in Section 3.3.4.6 below.
- 3.3.4.6 For retirement of copper Loops or copper Subloops that are replaced with FTTH Loops, Verizon shall file notice of such retirements with the

FCC and CLEC at least 180 calendar days before the proposed retirement date. If the FCC approves the proposed retirement, and if the proposed retirement also meets any and all requirements of the Commission regarding the retirement of copper Loops, Verizon may proceed with the retirement consistent with Section 3.3.4.4 above. Notwithstanding the above, Verizon shall not retire any copper Loop or copper Subloop during the time that there is a pending Commission proceeding that is examining retirement rules. The requirements for the retirement of copper Loops also apply to the retirement of copper Subloops.

- 3.3.4.7 Verizon shall not make any changes to the underlying Loop architecture without providing notice of intent to make the change and notifying CLEC at least 180 calendar days before the actual change, and unless Verizon can demonstrate, in writing, if so requested by CLEC, that the proposed change will not, in any way, reduce the transmission capability of an unbundled Loop type employed by CLEC that would be affected by the change. In addition, Verizon shall not migrate CLEC copper Loops onto other network architectures without CLEC's prior approval.
- 3.3.4.8 Any approved network changes to the transmission characteristics of any Loop interface, including the retirement of a copper Loop or copper Subloop that have met the applicable requirements of this Section 3.3.4, shall be implemented according to mutually agreeable change management procedures.
- 3.3.4.9 Verizon shall not engineer the transmission capabilities of its network in a manner, or engage in any policy, practice, or procedure, that disrupts or degrades CLEC's access to, or ability to tap the full capabilities of, a local loop or subloop. As such, Verizon's modification of loop plant (e.g., removing copper feeder facilities and stranding CLEC's access to distribution subloop) shall not limit or restrict CLEC's ability to access all of the loop features, functions and capabilities, including DSL capabilities, nor increase the price of any loop used by, or to be used by, CLEC. Furthermore, Verizon will not retire all or part of a copper loop facility or otherwise limit CLEC's access to copper loops unless Verizon has: (1) provided at least 180 days advance notice to CLEC of the planned modification; (2) offered alternative means for CLEC to serve affected and prospective customers with equivalent bandwidth and compatible protocol at no greater charge by Verizon had a copper loop remained available; and (3) received written acknowledgement from CLEC that the alternative is acceptable. In the event of a dispute, no change shall be implemented unless the Parties can resolve the dispute within 30 days, or, absent such resolution, the Commission approves the proposed change.

3.3.5 Hybrid Loops Generally.

- 3.3.5.1 Broadband Services. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, as of the Amendment Effective Date, when CLEC seeks access to a Hybrid Loop for the provision of "broadband services," as such term is defined by the FCC, then in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3), 47 C.F.R. Part 51 or other Applicable Law, Verizon shall provide CLEC with nondiscriminatory access under the Amended

Agreement to the time division multiplexing features, functions, and capabilities of that Hybrid Loop, including DS1 or DS3 capacity (where impairment has been found to exist), on an unbundled basis, to establish a complete transmission path between the main distribution frame (or equivalent) in the end user's serving wire center and the end user's customer premises. This access shall include access to all features, functions, and capabilities of the Hybrid Loop that are not used to transmit packetized information.

3.3.5.2 Narrowband Services. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, as of the Amendment Effective Date, when CLEC seeks access to a Hybrid Loop for the provision to its customer of "narrowband services," as such term is defined by the FCC, then in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3), 47 C.F.R. Part 51 or other Applicable Law, Verizon may either (a) provide nondiscriminatory access under the Amended Agreement to a spare home-run copper Loop serving that customer on an unbundled basis, or (b) provide nondiscriminatory access under the Amended Agreement, on an unbundled basis, to an entire Hybrid Loop capable of voice-grade service (i.e., equivalent to DS0 capacity), using time division multiplexing technology. If CLEC specifies an unbundled copper loop in its order, Verizon shall provide an unbundled copper loop, using Routine Network Modifications as necessary, unless no such facility can be made available via Routine Network Modifications.

3.3.5.3 Feeder. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, and subject to the provisions of Section 3.9 below, as of the Amendment Effective Date, Verizon shall not be required to provide access to the Feeder portion of a Loop on an unbundled, standalone basis.

3.3.6 IDLC Hybrid Loops.

Notwithstanding any other provision of the Agreement, Section 3.3.5 above, or any Verizon tariff or SGAT, as of the Amendment Effective Date, if CLEC requests, in order to provide narrowband services, unbundling of a 2 wire analog or 4 wire analog Loop currently provisioned via Integrated Digital Loop Carrier (over a Hybrid Loop) ("IDLC"), Verizon shall, unless precluded by 47 U.S.C. Section 251(c)(3), 47 C.F.R. Part 51, or other Applicable Law, provide CLEC unbundled access to a transmission path over Hybrid Loops served by IDLC systems, which shall be either through a spare copper facility or through the availability of Universal DLC systems. If neither of the aforementioned options is available, Verizon shall provide CLEC a technically feasible method of unbundled access. If CLEC specifies an unbundled copper loop in its order, Verizon shall provide an unbundled copper loop, using Routine Network Modifications as necessary, unless no such facility can be made available via Routine Network Modifications.

3.3.7 Network Interface Device. If CLEC requests access to a Loop, Network Interface Device ("NID") functionality shall be provided with such Loop and no additional NID charge shall be included.

3.3.8 Packet-based Loops. Where Verizon deploys a packet-based loop, Verizon must provide non-discriminatory access to at least 64 kbps loop connections that have software defined paths and performance parameters, and that meet service

parameters (delay, sustained cell rate, call loss and peak cell rate) suitable for common telecommunication services and IP Enabled services.

- 3.3.9 Verizon must provide timely access to unbundled loops (i.e., the lesser of 3 days or the standard interval offered by Verizon to its retail customers). If Verizon is unable to provide timely access to unbundled loops (including causes due to lack of efficient processes or systems) and if Verizon has established, or can establish via Routine Network Modifications, broadband connectivity to the customer premise, then Verizon must provide timely access to a broadband loop (including all of the functions, features, and capabilities of the broadband loop) until such time as access to the requested unbundled loop is completed.

3.4 Line Sharing.

Notwithstanding any other provision in the Agreement or any Verizon tariff or SGAT, as of October 2, 2003:

3.4.1 Line Sharing.

- 3.4.1.1 Verizon shall provide nondiscriminatory access to Line Sharing on an unbundled basis pursuant Applicable Law:

- (a) New Line Sharing: Pursuant to section 251(c)(3), Verizon shall also provision new Line Sharing arrangements under the Agreement. New Line Sharing arrangements mean those arrangements serving end user customers acquired after October 2, 2003,. Verizon shall provide new Line Sharing arrangements on a transitional basis pursuant to the rates, terms and conditions prescribed by the FCC in the TRO and 47 C.F.R. Part 51, and as otherwise required by Applicable Law (including, but not limited to, 47 U.S.C. § 271 and State Law).
- (b) Grandfathered Line Sharing. Any existing Line Sharing arrangement over a copper Loop or Subloop in place with an end user customer of CLEC will be grandfathered at existing rates, provided CLEC ordered xDSL service for that end user customer prior to October 2, 2003, and only so long as CLEC, or its successor or assign, has not ceased providing xDSL service to that end user customer at the same location.

- 3.4.1.2 The TRO and TRRO have no impact on the independent obligations on Verizon pursuant to Section 271 of the Act, under which Verizon must provide Line Sharing on an unbundled basis, at just and reasonable Commission approved UNE rates.

- 3.4.1.3 Notwithstanding anything to the contrary, Line Sharing elements and facilities that are required to be unbundled pursuant to Applicable Law, shall not be considered Nonconforming Facilities.

3.4.2 Line Splitting.

- 3.4.2.1 Verizon shall provision Line Splitting arrangements under the Agreement pursuant to Applicable Law. Verizon shall enable CLEC to engage in line splitting using a splitter collocated at the Central Office.

3.4.2.2 Verizon's obligation to provide CLEC with the ability to engage in line splitting applies regardless of whether the carrier providing voice service provides its own switching or obtains local circuit switching as an unbundled network element pursuant to Applicable Law.

3.4.2.3 Verizon shall make all necessary network modifications, including providing nondiscriminatory access to operations support systems necessary for pre-ordering, ordering, provisioning, maintenance and repair, and billing for loops used in line splitting arrangements.

3.4.2.4 CLEC may, at its option, utilize the LSR process to order line splitting.

3.4.3 Line Conditioning.

3.4.3.1 Verizon shall condition a copper loop, at no cost, where CLEC seeks access to a copper loop, the high frequency portion of a copper loop, or a copper Subloop to ensure that the copper loop or copper Subloop is suitable for providing digital subscriber line services, including those provided over the high frequency portion of the copper loop or copper Subloop, whether or not Verizon offers advanced services to the end-user customer on that copper loop or copper Subloop.

3.4.3.2 Insofar as it is technically feasible, Verizon shall test and report troubles for all the features, functions, and capabilities of conditioned copper lines, and may not restrict its testing to voice transmission only.

3.4.3.3 Where CLEC seeks access to the high frequency portion of a copper loop or copper Subloop and Verizon claims that conditioning that loop or Subloop will significantly degrade, as defined in Section 51.233 of the FCC's rules, the voiceband services that Verizon is currently providing over that loop or Subloop, Verizon must either:

- (a) Locate another copper loop or copper Subloop that has been or can be conditioned, migrate Verizon's voiceband service to that loop or Subloop, and provide CLEC with access to the high frequency portion of that alternative loop or Subloop; or
- (b) Make a showing to the Commission that the original copper loop or copper Subloop cannot be conditioned without significantly degrading voiceband services on that loop or Subloop, as defined in Section 51.233 of the FCC's rules, and that there is no adjacent or alternative copper loop or copper Subloop available that can be conditioned or to which the end-user customer's voiceband service can be moved to enable line sharing.

3.4.3.4 If, after evaluating Verizon's showing under section 51.319(a)(1)(ii)(D)(2) of the FCC's rules, the Commission concludes that a copper loop or copper Subloop cannot be conditioned without significantly degrading the voiceband service, Verizon cannot then or subsequently condition that loop or Subloop to provide advanced services to its own customers without first making available to CLEC the high frequency portion of the newly conditioned loop or Subloop.

3.4.4 Maintenance, Repair, and Testing. Verizon shall provide, on a nondiscriminatory basis, physical loop test access points to CLEC at the splitter, through a cross-

connection to CLEC's collocation space, or through a standardized interface, such as an intermediate distribution frame or a test access server, for the purpose of testing, maintaining, and repairing copper loops and copper Subloops.

- 3.5 Subloop. Verizon shall provide CLEC with nondiscriminatory access to subloops on an unbundled basis at any technically feasible point (including at fiber distribution facilities) and pursuant to Section 251(c)(3) of the Act, Section 51.319(b) of the FCC's rules, and any other Applicable Law. One type of Subloop is Inside Wire Subloop, which is defined in Section 2.20 above. The subloop element shall include any and all the features, functions, and capabilities of the subloop, including, but not limited to: (i) loop concentration/multiplexing functionality, (ii) loop distribution, and (iii) on-premises wiring owned or controlled by Verizon. Verizon shall also provide any combination of subloop elements ordinarily combined in the Verizon network, and any pre-existing combination of subloop elements shall not be separated unless so directed by CLEC.
- 3.5.1 Copper Subloops. Verizon shall provide CLEC with nondiscriminatory access to a copper subloop on an unbundled basis. A copper subloop is a portion of a copper loop, or hybrid loop, comprised entirely of copper wire or copper cable that acts as transmission facility between any point of technically feasible access, as defined in Section 3.5.2 below, and the end-user customer premises. A copper subloop also includes all intermediate devices (including repeaters and load coils) used to establish a transmission path between a point of technically feasible access and the demarcation point at the end-user customer premises, and includes the features, functions, and capabilities of the copper loop. Copper subloops include two-wire and four-wire analog subloops as well as two-wire and four-wire subloops conditioned to transmit the digital signals needed to provide digital subscriber line services, regardless of whether the subloops are in service or held as spares.
- 3.5.2 Point of Technically Feasible Access. A point of technically feasible access is any point in Verizon's outside plant owned or controlled by Verizon, or is at or near a multiunit premises, where it is technically feasible for a technician to access the wire or fiber within a cable without removing a splice case to reach the wire or fiber and thereby establish connectivity. Such points include, but are not limited to, a pole or pedestal, the serving area interface, the network interface device, the minimum point of entry, any remote terminal, the single point of interconnection, the feeder/distribution interface, and cross-connection panels deployed at the customer premises. Verizon shall upon a site-specific request by CLEC, provide access to a copper subloop at a splice near a remote terminal. Within thirty (30) days from the Amendment Effective Date, Verizon shall provide CLEC with a written proposal that describes in detail commercially viable methods that allow CLEC to access subloops in accordance with the terms of the Agreement, this Amendment and Applicable Law. Within ten (10) days of receipt of such proposal but in no case later than forty (40) days from the Amendment Effective Date, the Parties shall begin to negotiate mutually agreeable terms that effectuate commercially viable methods for CLEC to access subloops. The agreed upon methods shall be implemented within thirty (30) days after the Parties reach such agreement. Should the Parties not reach agreement within ninety (90) days from the Amendment Effective Date, either Party may pursue resolution of these issues pursuant to the dispute resolution provisions of the Amended Agreement and, to the extent they exist, the expedited dispute resolution processes of such Agreement. Until these issues are resolved by the Parties, or during the pendency of any dispute resolution proceeding initiated by a Party to resolve these issues, Verizon shall, notwithstanding Transition Period

terms above, provide CLEC with access to the full frequency/spectrum of copper/fiber Hybrid Loops.

- 3.5.3 Collocation. Access to the copper subloop shall be subject to sections 51.321 and 51.323 of the FCC's collocation rules; provided, however, no collocation requirement may be imposed by Verizon at a customer's premises when CLEC uses the same or similar space to access Inside Wire Subloops.
- 3.5.4 Access to Multiunit Premises Wiring. Verizon shall provide CLEC with nondiscriminatory access to Inside Wire Subloops for access to multiunit premises wiring on an unbundled basis regardless of the capacity or type of media (including, but not limited to copper, coax, radio and fiber) employed for the Inside Wire Subloop.
- 3.5.5 Single Point of Interconnection. Upon notification by CLEC that it requests interconnection and/or access to unbundled Inside Wire Subloops, at a multiunit premises and, if so requested by CLEC, Verizon shall provide a single point of interconnection (SPOI) that is suitable for use by multiple carriers. This obligation shall be in addition to Verizon's obligations, under section 51.319 (b) (2) of the FCC's rules, to provide nondiscriminatory access to a subloop for access to multiunit premises wiring, including any inside wire, at any technically feasible point and in any technically feasible manner (with Verizon having the burden of demonstrating infeasibility). Unless mutual agreement is reached with respect to completion of SPOI construction, Verizon shall complete the construction of the SPOI and provide CLEC with unrestricted access thereto not more than forty-five (45) days from receipt of a request by CLEC to construct a SPOI. Upon completion of the SPOI, Verizon agrees Verizon shall access all customers it serves at that location through the same SPOI. Verizon charges shall recover only total element long-run incremental cost for constructing any such SPOI. The charges for the SPOI shall be recovered in a nondiscriminatory manner from all carriers (including the portion used by Verizon) using the SPOI. If, within fifteen (15) days from Verizon's receipt of a request from CLEC to construct a SPOI, Verizon and CLEC are unable to negotiate rates, terms, and conditions under which Verizon will provide this single point of interconnection, then any issues in dispute regarding this obligation shall be resolved in state proceedings under Section 252 of the Act. Notwithstanding arbitration of the rates, if Verizon has not completed construction the SPOI and provided access to CLEC within forty-five (45) days of CLEC's request, CLEC may elect to deploy its own cross connection configuration and connect it to the existing Verizon access point with no further financial obligation to Verizon. If the Verizon SPOI is subsequently made operational and pricing resolved, then Verizon may re-terminate the CLEC cross-connections, without additional charge to CLEC provided that CLEC may obtain a mutually agreeable customer release schedule. Verizon may, at its own option and expense, deploy a multi-carrier SPOI but only if that deployment does not delay CLEC access to customers in the MTE.
- 3.5.6 Technical Feasibility. If Verizon and CLEC are unable to reach agreement through voluntary negotiations as to whether it is technically feasible, or whether sufficient space is available, to unbundle a copper subloop or subloop for access to multiunit premises wiring at the point where CLEC requests, Verizon shall have the burden of demonstrating to the Commission, in state proceedings under Section 252 of the Act, that there is not sufficient space available, or that it is not technically feasible to unbundle the subloop at the point requested by CLEC.
- 3.5.7 Best Practices. Once one Commission has determined that it is technically feasible to unbundle subloops at a designated point, Verizon, in any state, shall

have the burden of demonstrating to the Commission, in state proceedings under Section 252 of the Act, that it is not technically feasible, or that sufficient space is not available, to unbundle its own subloops at such a point.

- 3.5.8 Connection to Subloops. Connection to subloops (including the network interface device (NID), including but not limited to directly accessing the customer side or network side of the cross-connection device owned or controlled by Verizon, may be performed by CLEC technicians or its duly authorized agents, at its option, (i) without the presence of Verizon technicians, and (ii) at no additional charge by Verizon. Such connecting work performed by CLEC may include but is not limited to lifting and re-terminating of cross-connection or cross-connecting new terminations at accessible terminals used for subloop access. No supervision or oversight by Verizon personnel shall be required but Verizon may monitor the work, at its sole expense, provided Verizon does not delay or otherwise interfere with the work being performed by CLEC or its duly authorized agents.
- 3.5.9 Network Interface Device. Apart from its obligation to provide the NID functionality as part of an unbundled loop or subloop as set forth in Section 3.3.7 above, Verizon shall provide nondiscriminatory access to the NID on an unbundled basis. Verizon shall permit CLEC to connect its own loop facilities to on-premises wiring through Verizon's NID, or at any other technically feasible point.
- 3.5.10 Signaling and Call-Related Databases. Verizon shall provide access to Signaling and Call-related Databases under the Amended Agreement in accordance with 47 U.S.C. § 251(c)(3), 47 C.F.R. Part 51 or other Applicable Law. Specifically, notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, as of the Amendment Effective Date, Verizon shall provide Signaling and Call-Related Databases only in conjunction with the provision of Local Switching or Tandem Switching that Verizon is otherwise obligated to make available to CLEC under the Amended Agreement; *provided, however*, that Verizon shall continue to provide nondiscriminatory access to the 911 and E911 Call-Related Databases in accordance with, unless precluded by, 47 U.S.C. § 251(c)(3), 47 C.F.R. Part 51 or other Applicable Law. Where Local Switching or Tandem Switching associated with a particular Signaling facility or Call-Related Database is or becomes a Declassified Network Element, the associated Signaling facility or Call-Related Database associated with that Local Switching or Tandem Switching facility shall also be subject to the same transitional provisions in Section 3.9 (except for the 911 and E911 Call-Related Databases, as noted above).

3.6 Unbundled Interoffice Facilities.

- 3.6.1 Dedicated Transport. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT and subject to the provisions of Section 3.1 above, and in accordance with 47 U.S.C. § 251(c)(3), 47 C.F.R. Part 51 or other Applicable Law:
 - 3.6.1.1 Upon CLEC's request, Verizon shall provide CLEC with nondiscriminatory access to DS1 Dedicated Transport, DS3 Dedicated Transport, and Dark Fiber Transport on an unbundled basis pursuant to the Amended Agreement. For the avoidance of doubt, Dedicated Transport includes, without limitation, transport between a Verizon wire center or switch and Verizon's facilities located at a CLEC's

premises. Specifically, without limiting the foregoing, Verizon shall provide nondiscriminatory access on an unbundled basis as follows:

- (a) DS1 Transport. Verizon shall provide nondiscriminatory access to DS1 transport on an unbundled basis upon CLEC request, provided however, Verizon shall not be required to provide such unbundled DS1 transport if both of the wire centers defining the CLEC requested Route are Tier 1 Wire Centers. CLEC may obtain a maximum of ten (10) unbundled DS1 Dedicated Transport circuits on each Route where there is no unbundling obligation for DS3 transport, as set forth in Section 3.6.1.1.(b) below, and such DS1 transport is available on an unbundled basis pursuant to this Amended Agreement and Applicable Law.
- (b) DS3 Transport. Verizon shall provide nondiscriminatory access to DS3 transport on an unbundled basis upon CLEC request, provided however, Verizon shall not be required to provide such unbundled DS3 transport if both of the wire centers defining the CLEC requested Route are either Tier 1 or Tier 2 Wire Centers. CLEC may obtain a maximum of twelve (12) unbundled DS3 Dedicated Transport circuits on each Route where such DS3 transport is available on an unbundled basis pursuant to this Amended Agreement and Applicable Law.
- (c) Dark Fiber Transport. Verizon shall provide nondiscriminatory access to Dark Fiber Transport on an unbundled basis upon CLEC request, provided however, Verizon shall not be required to provide such unbundled Dark Fiber Transport if both of the wire centers defining the CLEC requested Route are either Tier 1 or Tier 2 Wire Centers.
- (d) Entrance Facilities. Subject to the change of law provisions in the Agreement, as modified by this Amendment, and in accordance with the Transition Period set forth herein, Verizon is not obligated to provide unbundled access to unbundled Entrance Facilities. Notwithstanding the above or anything to the contrary in this Amended Agreement, Verizon shall provide CLEC with Entrance Facilities pursuant to section 251(c)(2) for the transmission and routing of Telephone Exchange and Exchange Access services at cost-based rates.
- (e) Transition Period for Declassified DS1 and DS3 Dedicated Transport Routes.
 - (i) DS1 and DS3 Dedicated Transport. Unless, during the Transition Period, the FCC establishes different transition rules and/or time frames in a reconsideration order, or otherwise, for the period running 12 months from the effective date of the TRRO, Verizon shall continue provide access to DS1 and DS3 Dedicated Transport, including associated Entrance Facilities, on an unbundled basis on the terms and conditions set forth in the Agreement without alteration as of the effective date of the TRRO, provided, however, pricing for such Declassified DS1 and DS3 Dedicated Transport, including associated unbundled Entrance Facilities, shall

be as set forth in Section 3.6.1.1(e)(iii). Subject to the pricing provisions referenced immediately above, the Parties expressly acknowledge that during the Transition Period, CLEC may continue to order additional DS1 and DS3 Dedicated Transport, including associated unbundled Entrance Facilities, servicing all end-user customers of CLEC who were customers as of the effective date of the TRRO, without limitation under the same terms and conditions set forth in the Agreement.

- (ii) Dark Fiber Transport. Unless, during the Transition Period, the FCC establishes different transition rules and/or time frames in a reconsideration order, or otherwise, for the period running 18 months from the effective date of the TRRO, Verizon shall continue provide access to Dark Fiber Transport, including associated Entrance Facilities, on an unbundled basis on the terms and conditions set forth in the Agreement without alteration as of the effective date of the TRRO, provided, however, pricing for Declassified Dark Fiber Transport, including associated unbundled Entrance Facilities, shall be as set forth in Section 3.6.1.1(e)(iii). Subject to the pricing provisions referenced immediately above, the Parties expressly acknowledge that during the Transition Period, CLEC may continue to order additional Dark Fiber Transport, including associated unbundled Entrance Facilities, servicing all end-user customers of CLEC who were customers as of the effective date of the TRRO, without limitation under the same terms and conditions set forth in the Agreement.
- (iii) Transition Period Pricing. Absent any independent Commission, or FCC ruling that access to such Network Elements must be made available pursuant to applicable federal or state law at rates different than those set forth immediately below; Verizon may charge, on a prospective basis only, up to the following rates for CLEC's customer base existing as of the effective date of the TRRO:
 - (1) For DS1, DS3, and Dark Fiber Transport provided on Declassified dedicated transport routes, and unbundled Entrance Facilities, Verizon's rates shall not exceed the greater of:
 - (x) 115% of the TELRIC rate CLEC paid for that element on June 15, 2004; or
 - (y) 115% of the TELRIC rate the Commission establishes, if any, between June 16, 2004 and the effective date of the TRRO.
- (f) Verizon shall continue to provide DS1, DS3, and Dark Fiber Dedicated Transport to CLEC on Routes between wire centers, where either of which meets the service eligibility criteria set forth

above, at the rates, terms, and conditions set forth in this Agreement. The transition prices do not apply to dedicated transport provided on such Routes.

- 3.6.1.2 Section 251(c)(2) Interconnection Facilities. Interconnection facilities and equipment provided pursuant to 47 U.S.C. Section 251(c)(2) ("Interconnection Facilities") are not unbundled Network Elements provided pursuant to 47 U.S.C. Section 251(c)(3) and nothing in this Amendment is intended to impair or limit in any way CLEC's rights to obtain access to 251(c)(2) Interconnection Facilities. Interconnection Facilities include, but are not limited to, transport facilities and equipment between the CLEC switch and the Verizon Tandem Switch, or other Point of Interconnection designated by CLEC, used for the exchange of traffic between CLEC and Verizon. Interconnection Facilities are to be provided by Verizon to CLEC at rates consistent with the TELRIC pricing principles established by the FCC and the Commission.

3.7 Commingling, Conversions, and Combinations.

- 3.7.1 Commingling and Conversions. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, and subject to the conditions set forth in the following Section 3.7.2, as of October 2, 2003, CLEC shall be permitted to use unbundled network elements to provide any telecommunications service. Verizon shall permit CLEC to commingle a Network Element or Combination of Declassified Network Elements with wholesale services obtained from Verizon, and to also convert wholesale services to a UNE or Combination. Verizon shall, upon request of CLEC, perform the functions necessary to commingle a Network Element or Combination with one or more facilities or services or inputs that CLEC has obtained at wholesale from Verizon. Verizon shall not impose any policy or practice related to commingling that imposes an unreasonable or undue prejudice or disadvantage upon CLEC, and in no event shall Verizon impose any policy or practice relating to commingling that is inconsistent with Section 3.7.2 below. Subject to Section 3.7.2.2, the rates, terms and conditions of the applicable access tariff will apply to wholesale services, and the rates, terms and conditions of this Amended Agreement or the Verizon UNE tariff, as applicable, will apply to Network Elements or Combinations or to the Declassified Network Elements (after completion of all applicable Transition Periods). "Ratcheting," as that term is defined by the FCC, shall not be required. In addition, Verizon shall cooperate fully with CLEC to ensure that operational policies and procedures implemented to effect Commingled arrangements shall be handled in such a manner as to not operationally or practically impair or impede CLEC's ability to implement new Commingled arrangements and convert existing arrangements to Commingled arrangements in a timely and efficient manner and in a manner that does not affect service quality, availability, or performance from the end user's perspective. For the avoidance of doubt, Verizon acknowledges and agrees that the language of this Amendment complies with and satisfies the requirements of Verizon's wholesale and access tariffs with respect to Commingling. Verizon shall not change its wholesale and access tariffs in any fashion that impacts the availability or provision of Commingling under this Amendment or the Agreement, unless Verizon and CLEC have amended this Amendment and the Agreement in advance to address Verizon's proposed tariff changes.

- 3.7.2 Service Eligibility Criteria for Certain Combinations, Conversions and Commingled Facilities and Services. CLEC and Verizon agree to comply with the requirements for use of Network Elements as set forth in the TRO and TRRO,

including the service eligibility criteria established by paragraphs of the TRO and set forth in Rule 51.318 for high capacity loop and transport combinations known as EELs. For the avoidance of any doubt, consistent with Applicable Law, CLEC may provide any telecommunications service through use of unbundled network elements, provided however, CLEC may not access an unbundled network element for the *exclusive* provision of mobile wireless services or long distance voice services.

- 3.7.2.1 For all Combinations ordered or converted after the Effective Date, CLEC shall be permitted to self certify its compliance with the criteria set forth in Rule 51.318. CLEC may elect to self-certify using a written or electronic notification sent to Verizon. CLEC must remain in compliance with said service eligibility criteria for so long as CLEC continues to receive the aforementioned combined, converted, or Commingled facilities and/or services from Verizon, unless state law permits access to the Combination even where these criteria are not satisfied. The service eligibility criteria shall be applied to each DS1 circuit or DS1 equivalent circuit. CLEC is not required to re-certify Combinations ordered or provisioned prior to the Effective Date of this Amendment. CLEC may continue to receive such Combinations pursuant to certifications provided under prior rules.
- 3.7.2.2 There will be no charges for conversion from wholesale to Network Elements or UNE combinations, unless a specific tariff charge has been approved for that purpose.
- 3.7.2.3 Any conversion of wholesale services to Network Elements shall be subject to all of the requirements of the Agreement applicable to the purchase of Network Elements and Combinations, and shall include without limitation the following:
 - (a) When a wholesale service employed by CLEC is converted to Network Elements, Verizon shall not physically disconnect, separate, alter or change in any other fashion equipment and facilities employed to provide the wholesale service, except at the request of CLEC.
 - (b) Verizon shall process expeditiously all conversions requested by CLEC without adversely affecting the service quality perceived by CLEC's end user customer.
 - (c) Until such time as Verizon implements an ASR-driven conversion process in the East, conversion of access circuits to unbundled Network Elements will be performed manually pursuant to Verizon's conversion guidelines. CLEC may request conversions of any existing service or group of services to Network Elements by submitting a written or electronic request. Except where CLEC specifically requests that Verizon physically disconnect, separate, alter or change the equipment and facilities employed to provide the wholesale service being replaced, the conversion order shall be deemed to have been completed effective upon receipt by Verizon of the written or electronic request from CLEC, and recurring charges for Network Elements set forth in Verizon's applicable tariffs shall apply as of such date. For the avoidance of any doubt, conversion requests issued after the effective date of the TRRO, but before the

effective date of this Amendment ("Pending Requests"), shall be deemed to have been completed the day before the Effective Date of this Amendment. For these pending requests, retroactive adjustments between the applicable Network Element charges and the previously applicable charges shall be calculated back to the date that Verizon received notice from CLEC of the Pending Request. The Network Element charges for all conversion requests (including any retroactive adjustments) shall be reflected in the first billing cycle following the effective date of the conversion. If that bill does not reflect the appropriate charges, CLEC is nevertheless obligated to pay no more than the applicable Network Element rate.

- (d) Pricing changes for conversion requests submitted after the Amendment Effective Date shall become effective upon receipt by Verizon of CLEC's request and shall be made by Verizon in the first billing cycle after such request. If that bill does not reflect the appropriate charge adjustment, CLEC may withhold payment in an amount that reflects the amount of the adjustment that should have been made on the bill for the applicable conversions. Where CLEC specifically requests that Verizon physically disconnect, separate, alter or change the equipment and facilities employed to provide the wholesale service, recurring charges set forth in Verizon's applicable tariffs and applicable to Network Elements shall apply effective upon the earlier of (a) the date on which Verizon completes the requested work or (b) the standard interval for completing such work (in no event to exceed 30 days), regardless of whether Verizon has in fact completed such work. Verizon shall bill CLEC pro rata for the wholesale service through the date prior to the date on which billing at Network Element rates commences pursuant to this Section. The effective bill date for conversions is the first of the month following Verizon's receipt of an accurate and complete ASR or electronic request for conversion pursuant to Verizon's conversion guidelines.
- (e) All ASR-driven conversion requests will result in a change in circuit identification (circuit ID) from access to UNE or UNE to access.

- 3.7.2.4 On an annual basis (i.e., once in a 12-month period), Verizon may, pursuant to the terms and conditions of this section, obtain and pay for a mutually agreed upon independent third party auditor to audit CLEC's compliance in all material respects with the service eligibility criteria applicable to EELs. Such annual audit will be initiated only to the extent reasonably necessary to determine CLEC's compliance with Applicable Law and only upon an identified basis for suspecting noncompliance. Verizon shall provide a notice of audit, which shall identify the circuits to be audited and shall identify the specific basis for Verizon's suspicion that each circuit is not in compliance. The notice of audit also shall include all supporting documentation upon which Verizon establishes the cause that forms the basis of its allegation of noncompliance for each circuit. Verizon shall deliver the notice of audit and all supporting documentation to CLEC no less than thirty (30) days of a scheduled audit, with a copy of the notice of audit delivered to the FCC at the same time. Any such audit shall be

performed by a mutually agreed upon independent third party auditor in accordance with the standards established by the American Institute for Certified Public Accountants and may include, at the auditor's discretion, the examination of a sample selected in accordance with the independent auditor's judgment. If the independent auditor's report concludes that CLEC failed, in all material respects, to comply with the service eligibility criteria, then CLEC will promptly take action to correct the noncompliance and true up any difference in payments and reimburse Verizon for the reasonable cost of the independent auditor within thirty (30) days after receiving a statement of such costs from Verizon. Should the independent auditor confirm CLEC's compliance in all material respects with the service eligibility criteria, then CLEC shall provide to the independent auditor a statement of CLEC's costs of complying with any requests of the independent auditor, and Verizon shall then reimburse CLEC for its costs associated with the audit within thirty (30) days after receiving CLEC's statement. If the audit reveals other than full non-compliance or full compliance, then Verizon and CLEC shall apportion the cost of the audit based on the percentage of circuits that are not in material compliance. CLEC shall maintain records adequate to support its compliance with the service eligibility criteria for each DS1 or DS1 equivalent circuit.

3.8 Routine Network Modifications.

- 3.8.1 General Conditions. Routine Network Modifications are those prospective or reactive activities that Verizon regularly undertakes when establishing or maintaining network connectivity for its own retail customers. Determination of whether a modification is "routine" shall be based on the tasks associated with the modification, not on the end-user service that the modification is intended to enable. In accordance with 47 U.S.C. § 251(c)(3), 47 C.F.R. Part 51 or other Applicable Law, Verizon shall make such Routine Network Modifications in a nondiscriminatory fashion as are necessary to permit access by CLEC to the Loop (including Dark Fiber Loops as permitted), Dedicated Transport, and Dark Fiber Transport facilities available under the Amended Agreement, including DS1 Loops and DS1 Dedicated Transport, and DS3 Loops and DS3 Dedicated Transport. Where facilities are unavailable, Routine Network Modifications do not include trenching, the pulling of cable, the construction of new Loops or Transport or the installation of new aerial or buried cable to provision an order of CLEC. Verizon shall perform Routine Network Modifications without regard to whether the facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier. Routine Network Modifications applicable to Loops or Transport may include, but are not limited to: rearranging or splicing of in-place cable; adding an equipment case; adding a doubler or repeater; line conditioning; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; accessing manholes; attaching electronic and other equipment that Verizon ordinarily attaches to a DS1 Loop to activate such Loop for its own customer; and deploying bucket trucks to reach aerial cable. Routine Network Modifications applicable to Dark Fiber Transport may include, but are not limited to, splicing of in-place dark fiber; accessing manholes; deploying bucket trucks to reach aerial cable; installing equipment casings; and routine activities, if any, needed to enable CLEC to light a Dark Fiber Transport facility that it has obtained from Verizon under the Amended Agreement. The costs for these Routine Network Modifications are already included in the existing rates for the unbundled Network Elements as set forth in the Agreement.

3.8.2 Performance. Verizon's performance in connection with the provisioning of unbundled Network Elements for which Routine Network Modifications are necessary remains subject to standard provisioning intervals, and to performance measures and remedies, if any, contained in the Amended Agreement or under Applicable Law. Routine Network Modifications must be completed by Verizon within the same timeframe applicable to similar network modifications made by Verizon to provide comparable functionality to its own retail customer.

3.9 Transitional Provisions for Declassified Network Elements. In accordance with 47 U.S.C. Sec. 251(c)(3), 47 C.F.R. Part 51 or other Applicable Law, in addition to those transitional provisions set forth above, and without limiting the same, Verizon and CLEC will abide by the following transitional procedures with respect to the Declassified Network Elements identified in 3.9.1.

3.9.1 With respect to and including only the Enterprise Switching, Mass Market Switching, Dark Fiber Loops, OCn Loops, OCn Dedicated Transport, DS1 and DS3 Dedicated Transport (only where service eligibility criteria has not been met), Feeder Subloop and Packet Switching Declassified Network Elements, Verizon will notify CLEC in writing as to any particular unbundled facility previously made available to CLEC that is or has become a Declassified Network Element, as defined herein ("Identified Facility"). For purposes of the Agreement and this Amendment, such Identified Facilities shall be considered Declassified Network Elements. The notice shall include sufficient information to enable CLEC to identify the Identified Facility or Facilities. If the notice does not contain sufficient information to enable CLEC to identify the Identified Facility, CLEC may, in writing, reject the notice and request additional information. For the avoidance of any doubt, Identified Facilities can only include the following: OCn Loops; OCn transport; Packet Switching; Local Circuit Switching; and Feeder Subloop.

3.9.2 For any Packet Switching or Feeder Subloop that Verizon notices as an Identified Facility, Verizon shall continue to provide any such Identified Facility without change to CLEC on a transitional basis. At any time after CLEC receives notice from Verizon pursuant to Section 3.9.1 above, but no later than the end of 120 days from the date CLEC received notice, CLEC shall either request disconnection; submit a request for analogous access service; identify and request another alternative service arrangement, or object to the proposed declassification if the Identified Facility should not be declassified based on Applicable Law. If CLEC identifies an alternative service arrangement, or analogous access service, or if CLEC objects to the declassification of the Identified facility, and the Parties cannot agree to the applicable rates, terms and conditions of the Identified Facility within 60 days after CLEC's request or objection, either Party may submit a request to the Commission to resolve the issue. Until the issue is resolved by the Parties, or during the pendency of any Commission proceeding initiated by a Party to resolve the issue, Verizon shall continue to provide the Identified Facility without change.

3.9.3 For OCn Loops, OCn transport, and for Local Switching that serves capacities of DS1 and above that Verizon notices as an Identified Facility, Verizon shall continue to provide any such Identified Facility without change to CLEC consistent with the provisions set forth herein. At any time after CLEC receives written notice from Verizon pursuant to Section 3.9.1 above, but no later than the end of the 120 days from the date CLEC received such notice, CLEC shall either request disconnection; submit a request for analogous access service; submit a request for an analogous Declassified Network Element, identify another alternative service arrangement, or object to the proposed declassification if the

Identified Facility should not be declassified based on Applicable Law. If CLEC identifies an alternative service arrangement, or analogous access service, or if CLEC objects to the declassification of the Identified facility, and the Parties cannot agree to the applicable rates, terms and conditions of the Identified Facility within 60 days after CLEC's request or objection, either Party may submit a request to the Commission to resolve the issue. Until the issue is resolved by the Parties or during the pendency of any Commission proceeding initiated by a Party to resolve the issue, Verizon shall continue to provide the Identified Facility without change.

- 3.9.4 For any Local Switching that serves capacities below DS1 (Mass Market Switching), or Dedicated Transport that that Verizon notices as an Identified Facility, Verizon shall continue to provide any such Identified Facility without change to CLEC on a transitional basis, and in the case of Mass Market Switching, subject to Section 3.11.3 below. At any time after CLEC receives notice from Verizon pursuant to Section 3.9.1 above, but no later than the end of ten (10) months from the date CLEC received notice, CLEC shall either request disconnection; submit a request for analogous access service; identify and request another alternative service arrangement, or object to the proposed declassification if the Identified Facility should not be declassified based on Applicable Law. If CLEC identifies an alternative service arrangement, or analogous access service, or if CLEC objects to the declassification of the Identified facility, and the Parties cannot agree to the applicable rates, terms and conditions of the Identified Facility within 60 days after CLEC's request or objection, either Party may submit a request to the Commission to resolve the issue. Until the issue is resolved by the Parties, or during the pendency of any Commission proceeding initiated by a Party to resolve the issue, Verizon shall continue to provide the Identified Facility without change.
- 3.9.5 For any Dark Fiber Loops or Dark Fiber Dedicated Transport that Verizon notices as an Identified Facility, Verizon shall continue to provide any such Identified Facility without change to CLEC on a transitional basis. At any time after CLEC receives notice from Verizon pursuant to Section 3.9.1 above, but no later than the end of sixteen (16) months from the date CLEC received notice, CLEC shall either (1) request disconnection; (2) submit a request for analogous access service; (3) identify and request another alternative service arrangement; or (4) object to the proposed declassification if the Identified Facility should not be declassified based on Applicable Law. If CLEC identifies an alternative service arrangement, or analogous access service, or if CLEC objects to the declassification of the Identified facility, and the Parties cannot agree to the applicable rates, terms and conditions of the Identified Facility within 60 days after CLEC's request or objection, either Party may submit a request to the Commission to resolve the issue. Until the issue is resolved by the Parties, or during the pendency of any Commission proceeding initiated by a Party to resolve the issue, Verizon shall continue to provide the Identified Facility without change.
- 3.9.6 Verizon shall not impose any termination charges associated with the conversion or any discontinuance of any Identified Facility and the conversion shall take place in a seamless manner without any customer disruption or adverse effects to service quality. When conversion is to an analogous access service or analogous Declassified Network Element, Verizon shall perform such conversion on a single order. Verizon shall not assess CLEC any non-recurring charges for such conversion.

- 3.9.7 If any additional UNEs will be declassified as a result of the Notice set forth in Section 3.10.3 below, the transition periods and pricing in Sections 3.2.1.1, 3.2.1.2, and 3.6 above shall apply to the additional declassified UNEs except that the applicable transition period shall begin at the conclusion of the Notice Period, as defined below, or upon resolution of the dispute procedure set forth in Section 3.10.3. Until the contemplated transition period begins, Verizon shall continue to provide the additional UNEs that Verizon proposes to declassify under the rates, terms, and conditions of the Amended Agreement.
- 3.9.8 Notwithstanding any other provision of the Amended Agreement, for any Declassified Network Element that Verizon remains obligated to provide as an unbundled network element pursuant to 47 U.S.C. 271 or other Applicable Law, Verizon shall provide the Network Element without interruption pursuant to the terms and conditions set forth in the Agreement. Verizon shall provide the Network Elements at TELRIC under section 271 “just and reasonable” pricing standard.

3.10 Determination of Service Eligibility Criteria for High Cap Loops and Dedicated Transport.

- 3.10.1 Notwithstanding anything to the contrary in this Agreement, to the extent the service eligibility criteria for high capacity Loops and Dedicated Transport apply, CLEC shall be permitted to self certify its compliance with these criteria. CLEC may elect to self-certify using a written or electronic notification sent to Verizon. Notwithstanding any disagreement over whether CLEC meets the service eligibility criteria for high capacity Loops or Dedicated Transport, Verizon shall nonetheless promptly and fully process any self-certified order by CLEC in accordance with the Amended Agreement. Verizon must provision all qualifying facilities and/or services notwithstanding any prior failure of such facilities and/or services to meet the relevant service eligibility criteria.
- 3.10.2 In order to ensure the Parties’ compliance with the unbundling requirements set forth in this Amendment, including without limitation, Sections 3.2, 3.3, and 3.6 above, Verizon must, in addition to complying with the requirements of Section 2.2, 2.17, 2.36 and 2.37, as of the effective date of the TRRO, offer CLEC real-time access to the number of (i) Business Lines and (ii) Fiber-based Collocators (including the names of such collocators), in each Verizon serving wire center, and shall keep such information current no less frequently than monthly. Upon request by CLEC, Verizon shall provide all back-up data supporting the number of (i) Business Lines and (ii) Fiber-based Collocators, in each Verizon serving Wire Center within ten (10) days of such request. Back-up data shall include, but not be limited to, the definition of “wire center” used, the names of the fiber-based collocators counted in each wire center, line counts identified by line type, the date of each count of lines relied upon by Verizon, all business rules and definitions used by Verizon and any documents, orders, records or reports relied upon by Verizon for the assertions made. CLEC may dispute Verizon’s count of Business Lines or Fiber-based Collocators according to the dispute resolution procedures of [reference to ICA dispute resolution section]. The foregoing shall apply whether the circuits in question are being provisioned to establish a new circuit or to convert an existing wholesale service, or any part thereof, to unbundled network elements. The Parties expressly agree and acknowledge that Schedule A, attached hereto, shall include the initial list, as the Effective Date of this Amendment, of all Tier 1 and Tier 2 Wire Centers, and those wire centers that do not comply with the service eligibility criteria set forth above in Section 3.3.1 for DS1 Loops and DS3 Loops. Schedule A shall also include, on a per wire center basis, a break down of the number of Business Lines served by, and the number of Fiber-based Collocators located within, each wire center.

3.10.3 No more frequently than once per year, either party may propose to add to, or revise the classification of, wire centers in Schedule A. Such party shall provide 30 days written notice ("Notice Period") to the other party of the proposed additions, changes or revisions ("Notice"), which shall become automatically effective upon completion of such Notice Period, unless the dispute procedures set forth below are invoked. The Notice shall include, at a minimum, a revised Schedule A identifying the additional or reclassified wire centers, a list of the UNEs the party contends are affected by the addition, change or revision and the back-up data as specified in Section 3.10.2 for those wire centers or, in the case of CLEC, the information upon which it relies. Notwithstanding any other dispute resolution procedures set forth in the Agreement, the party receiving a Notice may dispute the additions, changes or revisions by providing a notice of disagreement within the 30 day Notice Period. If, prior to the beginning of the transition period, CLEC disputes the adequacy of the Notice, the addition or reclassification of the wire centers in Schedule A, or the declassification of any additional UNEs, Verizon shall continue to provide the additional UNEs that Verizon proposes to declassify under the rates, terms, and conditions of the Amended Agreement until the dispute is resolved pursuant to the dispute resolution procedures in the Amended Agreement. To the extent that Verizon prevails in its dispute, the transition period pricing shall apply to the properly declassified UNEs as of the date that the transition period began.

3.11 Hot Cuts

3.11.1 The Parties shall amend the applicable performance metrics/standards/measurements and remedies provisions ("Metrics/Remedies Terms") of the Agreement in accordance with Exhibit A annexed hereto. They shall have thirty (30) days from the Amendment Effective Date to negotiate mutually agreeable terms that effectuate the concepts addressed in Exhibit A. If Metrics/Remedies Terms are not already included in the Agreement, the Parties shall utilize Exhibit A to amend the Agreement to include such terms for Hot Cuts. The agreed upon measures and remedies for Hot Cuts shall be implemented within thirty days thereafter. Should the Parties not reach agreement within thirty (30) days, either Party may pursue resolution of these issues pursuant to the Dispute Resolution provisions of the Amended Agreement.

3.11.2 Notwithstanding anything to the contrary in this Amendment, in the case of Mass Market Switching, Verizon will continue to provide CLEC access to unbundled Mass Market Switching under the same rates, terms and conditions as under the Agreement, until the later of: (a) such time as Batch Hot Cut, Large Job Hot Cut and Individual Hot Cut Performance Metrics and Remedies have been adopted and implemented with stable performance as part of this Amended Agreement and in accordance with Exhibit A annexed hereto; and (b) the transition period as set forth in Section 3.9.4 for the discontinuance of Mass Market Switching.

4. Section 271 Network Elements

4.1 Notwithstanding any other provision of this Agreement or Amendment, or any determination of non-impairment that may affect Verizon's obligations under section 251, Verizon is required under section 271 of the Act to provide CLEC with nondiscriminatory access to elements set forth in section 271(c)(2)(B) including, but not limited to: Local loop transmission from the central office to the customer's premises (section 271(c)(2)(B)(iv)), local transport from the trunk side of Verizon's switch (section 271(c)(2)(B)(v)), and local switching (section 271(c)(2)(B)(vi)).

- 4.2 Verizon shall provide network elements provided pursuant to section 271 at the last TELRIC-compliant rate for that network element under section 271 until such time as the Commission approves a different rate for such elements. Any permanent rates adopted by the Commission for network elements that must be provided under section 271 shall become effective as of [INSERT].
- 4.3 Notwithstanding any other provision of this Agreement or Amendment, in providing CLEC nondiscriminatory access to elements under section 271, Verizon shall be obligated to, at a minimum, combine and/or commingle UNEs at CLEC's request, comply with the modification of network facilities provisions of this Agreement, and all other provisions of this Agreement governing the nondiscriminatory provision of network elements to CLEC.

The foregoing requirements are in no way intended to limit Verizon's obligations to provide non-discriminatory access to unbundled network elements or combine or commingle UNEs and other telecommunications services pursuant to 47 U.S.C. 251, or other Applicable Law.

[THE FOLLOWING SECTION 5 APPLIES IN NY ONLY.]

5. Pre-Filing Statement Implementation.

Notwithstanding any other provision of this Amendment or the Agreement, or any Verizon tariff or SGAT, Verizon will provide to CLEC combinations of network elements and the complete Unbundled Network Element Platform (UNE-P) pursuant to the terms of the Pre-filing Statement of Bell Atlantic-New York, Case 97-C-0271 (April 6, 1998) and as set forth below.

- 5.1 PFS Obligations in Zone 1. Until at least December 21, 2005, Verizon will provide CLEC with new UNE-P arrangements, and will continue to service existing UNE-P arrangements in Zone 1, at current rates unless and until the New York Public Service Commission (NYPSC) issues a final order determining that Verizon has satisfied the Predicate Conditions. Upon the issuance of such an order, Verizon will continue to provision UNE-P for existing and new arrangements for such term and at such rates as the New York Public Service Commission shall specify.
- 5.1.1 In the event the NYPSC finds Verizon's obligation to provision UNE-P arrangements to existing or new customers in Zone 1 terminates prior to March 10, 2006, Verizon shall provision UNE-P pursuant to §3.2 of this Amendment for the period from the end of Verizon's obligation pursuant to this section and March 10, 2006.
- 5.2 PFS Obligations in Zone 2. Verizon will provide CLEC with new UNE-P arrangements, and will continue to service existing UNE-P arrangements in Zone 2 at current rates until at least December 21, 2005. Verizon will continue to provide CLEC with new UNE-P arrangements and will continue to service existing UNE-P arrangements unless and until the New York Public Service Commission issues a final order determining that Verizon has satisfied the Predicate Conditions. Upon the issuance of such an order, Verizon will continue to provision UNE-P for existing and new UNE-P arrangements for such term and at such rates as the New York Public Service Commission shall specify, except that UNE-P shall remain available in Zone 2 for a period ending not prior to December 21, 2007 at rates set by the NYPSC that are less than the cost of substantially similar resold lines.
- 5.3 Notwithstanding any other provision of this Amendment or the Agreement or any Verizon tariff or SGAT, Verizon will make available to CLEC methods that enable CLEC itself to assemble the underlying elements of the Unbundled Network Element Platform through

reasonable methods. Those methods will be subject to approval by the NYPSC and will, upon approval, be incorporated by amendment into this Agreement. The rates, terms and conditions for such arrangements, including the underlying elements made available pursuant to Section 271 of the Telecommunications Act of 1996, shall be established by the NYPSC as “just reasonable and non-discriminatory” within a meaning of sections 91 and 92 of the New York Public Service Law.

SCHEDULE A to Amendment No. ____

to the Interconnection Agreement between

[VERIZON LEGAL ENTITY] and [CLEC LEGAL ENTITY]

List of Wire Centers

(including number of Business Lines and Fiber-based Collocators per wire center)

Exhibit A to Amendment No. ____

to the Interconnection Agreement

between [Verizon Legal Entity] and [CLEC Legal Entity]

FRAMEWORK FOR HOT CUTS METRICS/REMEDIES NEGOTIATIONS

- Percentage of hot cuts completed on-time. Percentage of hot cuts completed on-time shall be adopted in the Amended Agreement to include performance for large submissions of Basic (or Individual) Hot Cuts, Bulk or Project Hot Cuts, and Batch Hot cuts. The performance standard shall be comparable to that experienced by consumers under UNE-P, 99% on time. The intervals shall be commensurate with UNE-P and Verizon's winback efforts; while the interval may reasonably be "stratified" or disaggregated to account for differences between large fully-staffed central office and remote, unstaffed manual offices, the batch interval shall not exceed the current interval for Basic Hot Cuts.
- Non-discriminatory average interval offered. Average interval offered and completed for all disaggregation of hot cuts shall be at parity with Verizon Retail offered and completed interval for addition of new lines with no dispatch.
- Percentage of hot cuts completed without a service disruption. Hot cut processes shall be structured so that all customer outages during a hot cut are captured in the I code metric. I code reporting shall be disaggregated for hot cuts. A very high Percentage of hot cuts must be completed without a service disruption, given the direct customer impact of a service disruption, consumer expectations from UNE-P, and Verizon's description of the ease of training craft. The performance standard for disaggregated hot cuts (including Individual, Bulk and Batch Hot Cut) shall be <1%. This should span Basic, Bulk/Projects, and Batch cuts.
- Average duration of service interruption. The duration of a customer's outage shall be very short given the controlled central office environment. The performance standard shall be 95% I codes TTR < 15 minutes to provide a high availability rate.
- Percentage completed without timely notification. Under the Basic and Large Job hot cut processes, CLEC is responsible for activation of the ported number at NPAC following cutover of the loop. CLEC will not use the Batch process if it includes Verizon responsibility for this step. As a result, any process that CLEC uses will require Verizon to promptly notify CLEC following the loop cutover that the cutover is complete so that CLEC can activate the number at NPAC. Given the customer impact of CLEC not being able to complete the number portability transaction until it is notified by Verizon that the hot cut is complete, the performance standard for the notification shall be commensurately high: 99.5% of the notifications issued timely (within 15 minutes) after the completion (regardless of whether the hot cut was completed timely or not).
- Separating linked Hot Cut Metrics. Remedies associated with Hot Cut metrics (Basic, Bulk/Projects, and Batch Cuts) shall be calculated separately from the automatic bill credit remedies associated with other metrics.
- Minimum \$50 Million Remedy. Verizon shall potentially be subject to at least \$50 million in remedies under the Amended Agreement solely as the result of poor hot cut (Basic, Bulk/Projects, and Batch cuts) performance. These funds shall not be capped on a per month basis, meaning that Verizon could be liable for the full dollar amount in any given month of the year if its performance warranted it, but, in any event, would not be liable to CLEC for more than the full dollar amount in any one year period. Verizon shall be subject to additional penalties for missing performance standards in consecutive months.